

**CALIFORNIA CONSUMER ATTORNEYS, P.C.**

Michael H. Rosenstein (SBN 169091)

mhr@calattorneys.com

Sepehr Daghighian (SBN 239349)

sd@calattorneys.com

Michael William Oppenheim (SBN 331956)

mwo@calattorneys.com

10866 Wilshire Blvd, Suite 1200

Los Angeles, CA 90024

Telephone: (310) 872-2600

Facsimile: (310) 730-7377

Attorneys for Plaintiffs,

**SELINA TURKES AND GUPREET SINGH**

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

SELINA TURKES, an individual, and  
GURPREET SINGH, an individual,

Plaintiff,

v.

BMW OF NORTH AMERICA, LLC, a  
Delaware Limited Liability Company,  
and DOES 1 through 10, inclusive,

Defendant.

Case No: 2:22-cv-05220 KS

Judge: Hon. Karen L. Stevenson

**STIPULATED PROTECTIVE  
ORDER**

Date Filed: July 28, 2022

Trial Date: February 6, 2024

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

B. GOOD CAUSE STATEMENT

**Plaintiff intends to seek the discovery of internal documents and records from BMW, which BMW may consider to be proprietary or confidential. For example, Plaintiff seeks BMW's internal policies and procedures, dealership policy manuals, and other such confidential internal documents from BMW. Therefore, the Parties possess good cause for a protective order protecting the disclosure of such documents.**

This action is likely to involve trade secrets, customer and pricing lists and other valuable research, development, commercial, financial, technical and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consist of, among other things, confidential business or financial information, information regarding confidential business practices, or other confidential research, development, or commercial

information (including information implicating privacy rights of third parties), information otherwise generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law. Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to adequately protect information the parties are entitled to keep confidential, to ensure that the parties are permitted reasonable necessary uses of such material in preparation for and in the conduct of trial, to address their handling at the end of the litigation, and serve the ends of justice, a protective order for such information is justified in this matter. It is the intent of the parties that information will not be designated as confidential for tactical reasons and that nothing be so designated without a good faith belief that it has been maintained in a confidential, non-public manner, and there is good cause why it should not be part of the public record of this case.

## 2. DEFINITIONS

2.1 Action: This pending Federal Lawsuit.

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

2.5 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

2.6 Disclosure or Discovery Material: all items or information, regardless of

1 the medium or manner in which it is generated, stored, or maintained (including,  
2 among other things, testimony, transcripts, and tangible things), that are produced or  
3 generated in disclosures or responses to discovery in this matter.

4 2.7 Expert: a person with specialized knowledge or experience in a matter  
5 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
6 an expert witness or as a consultant in this Action.

7 2.8 House Counsel: attorneys who are employees of a party to this Action.  
8 House Counsel does not include Outside Counsel of Record or any other outside  
9 counsel.

10 2.9 Non-Party: any natural person, partnership, corporation, association, or  
11 other legal entity not named as a Party to this action.

12 2.10 Outside Counsel of Record: attorneys who are not employees of a party  
13 to this Action but are retained to represent or advise a party to this Action and have  
14 appeared in this Action on behalf of that party or are affiliated with a law firm which  
15 has appeared on behalf of that party, and includes support staff.

16 2.11 Party: any party to this Action, including all of its officers, directors,  
17 employees, consultants, retained experts, and Outside Counsel of Record (and their  
18 support staffs).

19 2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
20 Discovery Material in this Action.

21 2.13 Professional Vendors: persons or entities that provide litigation support  
22 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
23 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
24 and their employees and subcontractors.

25 2.14 Protected Material: any Disclosure or Discovery Material that is  
26 designated as "CONFIDENTIAL."

27 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
28 from a Producing Party.

1     3.     SCOPE

2             The protections conferred by this Stipulation and Order cover not only  
3     Protected Material (as defined above), but also (1) any information copied or extracted  
4     from Protected Material; (2) all copies, excerpts, summaries, or compilations of  
5     Protected Material; and (3) any testimony, conversations, or presentations by Parties  
6     or their Counsel that might reveal Protected Material.

7             Any use of Protected Material at trial shall be governed by the orders of the  
8     trial judge. This Order does not govern the use of Protected Material at trial.

9     4.     DURATION

10            Once a case proceeds to trial, all of the information that was designated  
11    as confidential or maintained pursuant to this protective order becomes public and  
12    will be presumptively available to all members of the public, including the press,  
13    unless compelling reasons supported by specific factual findings to proceed otherwise  
14    are made to the trial judge in advance of the trial. See Kamakana v. City and County  
15   of Honolulu, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing “good cause”  
16    showing for sealing documents produced in discovery from “compelling reasons”  
17    standard when merits-related documents are part of court record). Accordingly, the  
18    terms of this protective order do not extend beyond the commencement of the trial.

19    5.     DESIGNATING PROTECTED MATERIAL

20         5.1   Exercise of Restraint and Care in Designating Material for Protection.

21            Each Party or Non-Party that designates information or items for protection  
22    under this Order must take care to limit any such designation to specific material that  
23    qualifies under the appropriate standards. The Designating Party must designate for  
24    protection only those parts of material, documents, items, or oral or written  
25    communications that qualify so that other portions of the material, documents, items,  
26    or communications for which protection is not warranted are not swept unjustifiably  
27    within the ambit of this Order.

28            Mass, indiscriminate, or routinized designations are prohibited. Designations

1 that are shown to be clearly unjustified or that have been made for an improper  
2 purpose (e.g., to unnecessarily encumber the case development process or to impose  
3 unnecessary expenses and burdens on other parties) may expose the Designating Party  
4 to sanctions.

5 If it comes to a Designating Party's attention that information or items that it  
6 designated for protection do not qualify for protection, that Designating Party must  
7 promptly notify all other Parties that it is withdrawing the inapplicable designation.

8 5.2 Manner and Timing of Designations. Except as otherwise provided in  
9 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
10 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
11 under this Order must be clearly so designated before the material is disclosed or  
12 produced.

13 Designation in conformity with this Order requires:

14 (a) for information in documentary form (e.g., paper or electronic  
15 documents, but excluding transcripts of depositions or other pretrial or trial  
16 proceedings), that the Producing Party affix at a minimum, the legend  
17 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
18 contains protected material. If only a portion or portions of the material on a page  
19 qualifies for protection, the Producing Party also must clearly identify the protected  
20 portion(s) (e.g., by making appropriate markings in the margins).

21 A Party or Non-Party that makes original documents available for inspection  
22 need not designate them for protection until after the inspecting Party has indicated  
23 which documents it would like copied and produced. During the inspection and before  
24 the designation, all of the material made available for inspection shall be deemed  
25 "CONFIDENTIAL." After the inspecting Party has identified the documents it wants  
26 copied and produced, the Producing Party must determine which documents, or  
27 portions thereof, qualify for protection under this Order. Then, before producing the  
28 specified documents, the Producing Party must affix the "CONFIDENTIAL legend"

1 to each page that contains Protected Material. If only a portion or portions of the  
 2 material on a page qualifies for protection, the Producing Party also must clearly  
 3 identify the protected portion(s) (e.g., by making appropriate markings in the  
 4 margins).

5 (b) for testimony given in depositions that the Designating Party identify the  
 6 Disclosure or Discovery Material on the record, before the close of the deposition all  
 7 protected testimony.

8 (c) for information produced in some form other than documentary and for  
 9 any other tangible items, that the Producing Party affix in a prominent place on the  
 10 exterior of the container or containers in which the information is stored the legend  
 11 “CONFIDENTIAL.” If only a portion or portions of the information warrants  
 12 protection, the Producing Party, to the extent practicable, shall identify the protected  
 13 portion(s).

14 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
 15 failure to designate qualified information or items does not, standing alone, waive the  
 16 Designating Party’s right to secure protection under this Order for such material.  
 17 Upon timely correction of a designation, the Receiving Party must make reasonable  
 18 efforts to assure that the material is treated in accordance with the provisions of this  
 19 Order.

## 20 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

21 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
 22 designation of confidentiality at any time that is consistent with the Court’s  
 23 Scheduling Order.

24 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
 25 resolution process under Local Rule 37.1 et seq.

26 6.3 The burden of persuasion in any such challenge proceeding shall be on  
 27 the Designating Party. Frivolous challenges, and those made for an improper purpose  
 28 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may

1 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
 2 or withdrawn the confidentiality designation, all parties shall continue to afford the  
 3 material in question the level of protection to which it is entitled under the Producing  
 4 Party's designation until the Court rules on the challenge.

5 7. ACCESS TO AND USE OF PROTECTED MATERIAL

6 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
 7 disclosed or produced by another Party or by a Non-Party in connection with this  
 8 Action only for prosecuting, defending, or attempting to settle this Action. Such  
 9 Protected Material may be disclosed only to the categories of persons and under the  
 10 conditions described in this Order. When the Action has been terminated, a Receiving  
 11 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

12 Protected Material must be stored and maintained by a Receiving Party at a  
 13 location and in a secure manner that ensures that access is limited to the persons  
 14 authorized under this Order.

15 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
 16 otherwise ordered by the court or permitted in writing by the Designating Party, a  
 17 Receiving Party may disclose any information or item designated  
 18 "CONFIDENTIAL" only to:

19 (a) the Receiving Party's Outside Counsel of Record in this Action, as well  
 20 as employees of said Outside Counsel of Record to whom it is reasonably necessary  
 21 to disclose the information for this Action;

22 (b) the officers, directors, and employees (including House Counsel) of the  
 23 Receiving Party to whom disclosure is reasonably necessary for this Action;

24 (c) Experts (as defined in this Order) of the Receiving Party to whom  
 25 disclosure is reasonably necessary for this Action and who have signed the  
 26 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

27 (d) the court and its personnel;

28 (e) court reporters and their staff;



(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

#### 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued

1 by the Designating Party whose Protected Material may be affected.

2 If the Designating Party timely seeks a protective order, the Party served with  
3 the subpoena or court order shall not produce any information designated in this action  
4 as “CONFIDENTIAL” before a determination by the court from which the subpoena  
5 or order issued, unless the Party has obtained the Designating Party’s permission. The  
6 Designating Party shall bear the burden and expense of seeking protection in that court  
7 of its confidential material and nothing in these provisions should be construed as  
8 authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
9 directive from another court.

10 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
11 PRODUCED IN THIS LITIGATION

12 (a) The terms of this Order are applicable to information produced by a Non-  
13 Party in this Action and designated as “CONFIDENTIAL.” Such information  
14 produced by Non-Parties in connection with this litigation is protected by the  
15 remedies and relief provided by this Order. Nothing in these provisions should be  
16 construed as prohibiting a Non-Party from seeking additional protections.

17 (b) In the event that a Party is required, by a valid discovery request, to  
18 produce a Non-Party’s confidential information in its possession, and the Party is  
19 subject to an agreement with the Non-Party not to produce the Non-Party’s  
20 confidential information, then the Party shall:

21 (1) promptly notify in writing the Requesting Party and the Non-Party  
22 that some or all of the information requested is subject to a confidentiality agreement  
23 with a Non-Party;

24 (2) promptly provide the Non-Party with a copy of the Stipulated  
25 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
26 specific description of the information requested; and

27 (3) make the information requested available for inspection by the  
28 Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

#### 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

#### 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted

1 to the court.

2 12. MISCELLANEOUS

3 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
4 person to seek its modification by the Court in the future.

5 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
6 Protective Order no Party waives any right it otherwise would have to object to  
7 disclosing or producing any information or item on any ground not addressed in this  
8 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
9 ground to use in evidence of any of the material covered by this Protective Order.

10 12.3 Filing Protected Material. A Party that seeks to file under seal any  
11 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
12 only be filed under seal pursuant to a court order authorizing the sealing of the specific  
13 Protected Material at issue. If a Party's request to file Protected Material under seal is  
14 denied by the court, then the Receiving Party may file the information in the public  
15 record unless otherwise instructed by the court.

16 13. FINAL DISPOSITION

17 After the final disposition of this Action, as defined in paragraph 4, within 60  
18 days of a written request by the Designating Party, each Receiving Party must return  
19 all Protected Material to the Producing Party or destroy such material. As used in this  
20 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
21 summaries, and any other format reproducing or capturing any of the Protected  
22 Material. Whether the Protected Material is returned or destroyed, the Receiving Party  
23 must submit a written certification to the Producing Party (and, if not the same person  
24 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by  
25 category, where appropriate) all the Protected Material that was returned or destroyed  
26 and (2) affirms that the Receiving Party has not retained any copies, abstracts,  
27 compilations, summaries or any other format reproducing or capturing any of the  
28 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an

1 archival copy of all pleadings, motion papers, trial, deposition, and hearing  
2 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
3 reports, attorney work product, and consultant and expert work product, even if such  
4 materials contain Protected Material. Any such archival copies that contain or  
5 constitute Protected Material remain subject to this Protective Order as set forth in  
6 Section 4 (DURATION).

7 14. Any violation of this Order may be punished by any and all appropriate  
8 measures including, without limitation, contempt proceedings and/or monetary  
9 sanctions.

10  
11 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.  
12

13 DATED: August 25, 2023

/s/ Sepehr Daghighian  
Attorneys for Plaintiff

15  
16 DATED: August 25, 2023

/s/ Georges A. Haddad  
Attorneys for Defendant

18  
19 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.  
20

21  
22 DATED: August 28, 2023


  
HON. KAREN L. STEVENSON  
United States Magistrate Judge

EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [full name], of \_\_\_\_\_ [full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of \_\_\_\_\_ [insert case name and number]. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_ [full name] of \_\_\_\_\_ [full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_